

# BARGAINING AGREEMENT

BETWEEN

THE CITY OF BELLEVILLE

AND

BELLEVILLE PAID-ON-CALL  
FIREFIGHTERS ASSOCIATION

(through the Michigan Association of Fire Fighters)



EFFECTIVE JANUARY 1, 2020 TO DECEMBER 31, 2022

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE CITY OF BELLEVILLE  
AND  
BELLEVILLE PAID-ON-CALL FIRE FIGHTERS ASSOCIATION**

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THIS AGREEMENT entered into this 18 day of September 2021, by and between the City of Belleville (hereinafter referred to as the Employer or the City) and the Michigan Association of Fire Fighters (hereinafter referred to as the Union) on behalf of the Belleville Paid-On-Call Fire Fighters Association (hereinafter referred to as the Association), whereby the parties agree that the within Contract has been agreed to by the respective bargaining committees as the whole and complete working Agreement between the parties subject to the following conditions:

**ARTICLE I**  
**RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining and other terms and conditions of employment with respect to rates of pay, wages, hours of employment, handling of disputes, and all other terms and conditions during the term of this Agreement of all Belleville Fire Fighters below the rank of Fire Chief.

**ARTICLE II**  
**PURPOSE AND INTENT**

SECTION 1 The general purpose of this Agreement is to set forth and affirm certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, its citizens, its employees, and the Union.

**ARTICLE III**  
**UNION EXCLUSIVE REPRESENTATION**

The City shall not enter into any collective bargaining Agreements with its fire fighters assigned to work in the fire department, individually or collectively or with any other organization, which in any way conflicts with the provisions of this Agreement.

**ARTICLE IV**  
**ASSOCIATION SECURITY**

SECTION 1 The Employer and the Union agree they will not discriminate against any employee because the Employee voluntarily chooses to be a member of the Union or to otherwise pay fees to the Union for bargaining and defending the Collective Bargaining Agreement; nor will the Employer or the Union discriminate against any Employee who chooses not to be a member of, or to pay dues/fees to the Union.

SECTION 2 Upon being hired, a new member of the bargaining unit will be offered the choice to join or not join the Union. If an Employee voluntarily submits a dues/fees deduction form, the Employer agrees to deduct Union dues/fees to become effective the first payday of the month following the Employee's completion and submission of the dues authorization form.

SECTION 3 All dues authorization forms shall comply with respective State and Federal Laws and shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Employee for correction prior to any deductions until such deficiency is corrected.

SECTION 4 If the Employee chooses to withdraw his/her dues authorization, the Employee shall notify the Employer and the Michigan Association of Fire Fighters in writing on the form provided by the Union. No deduction shall be made commencing with the first full pay-period after the authorization was withdrawn.

SECTION 5 Should an Employee opt-out of Union membership, his/her return to Union membership shall be at the sole discretion of the Michigan Association of Fire Fighters.

SECTION 6 The Parties agree that should the right to work legislation be overturned or modified by the State of Michigan, the Parties will meet and bargain over amending this section of the Collective Bargaining Agreement.

**ARTICLE V**  
**ASSOCIATION DUES AND FEES**

SECTION 1 AUTHORIZATION CARD AVAILABILITY: Association authorization forms shall be made available to new employees by the Employer as part of the hiring-in process together with a form of notification to new employees of immediate requirements having to do with Association membership pursuant to this Agreement. The Association authorization forms, when signed, are to be promptly delivered to the Michigan Association of Fire Fighters.

SECTION 2 NAMES OF EMPLOYEES: Sixty (60) days after the effective date of this Agreement, the Employer shall furnish a list to the Association of all employees covered by this Agreement and shall thereafter notify the Association of any additions or deletions to said list annually.

SECTION 3 CHECK-OFF: The Employer will deduct from the pay of any employee, Association or Non-Association, all current and past dues and/or service charges of the Association. The Association will notify the Employer in writing of any past dues before the deduction is made. All deductions shall be made from the pay of employees for the first pay period received each calendar month. A check for all sums deducted under this Section shall be forwarded to the Michigan Association of Fire Fighters on a monthly basis.

SECTION 4 CHECK-OFF AUTHORIZATION: During the term of this Agreement, the Check-Off Authorization and Membership Form supplied by the Association shall be used for the purpose of dues and initiation fees.

SECTION 5 AUTHORIZATION FOR AMOUNTS: Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Michigan Association of Fire Fighters regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues.

SECTION 6 INDEMNIFICATION: The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article. The Association shall select legal counsel of their choice to represent either party and also agrees to pay any and all costs of either party should any legal action arise associated with this Article.

**ARTICLE VI**  
**ASSOCIATION STEWARDS**

SECTION 1 The Association stewards and/or MAFF representative shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the Grievance Procedure provided for in this Agreement. Such resolved grievances shall be final and binding on the employees and the Association.

SECTION 2 The authority of the stewards shall be limited to, and shall not exceed, the following duties and activities:

- A. Investigation and presentation of grievances.
- B. Transmission of messages and information, which shall originate with and are authorized by the local Association or its officers.
- C. Communicating with MAFF Representatives and/or legal counsel regarding Association business and/or grievances.

D. Attending meetings, which relate to grievances, mediation, arbitration, fact-finding, unfair labor practice hearings or court proceedings.

Such activities shall be conducted on the Stewards' own time and shall be done without pay or other benefits.

SECTION 3 The Association shall notify the Employer of the names and titles of all stewards/representatives within one (1) week after their appointment. No representatives will be permitted to act as such until the Employer is advised (in writing) that the person has become a representative.

SECTION 4 Local stewards, MAFF Association Representatives and legal counsel may be present during contract negotiations.

#### ARTICLE VII DISCIPLINE AND DISCHARGE

SECTION 1 Any employee being disciplined shall have the right, upon request, to have a Union representative present at a disciplinary conference. If a union representative is not immediately available and the conference involves a suspension or dismissal, the employee may have twenty-four (24) hours to obtain representation; however, if the discipline to be handed out involves a suspension or removal from the premises, such suspension or removal from the premises may occur pending the disciplinary conference. The parties may resolve the problem at that time.

SECTION 2 Any unresolved complaint as to the reasonableness of any new rule or regulation, or the application of rules and regulations shall be resolved through the grievance procedure.

SECTION 3 The employer will endeavor to utilize the principles of progressive discipline in the imposition of discipline for just cause. Except as provided below, the steps of progressive discipline shall



include a written reprimand, short-term suspension, long-term suspension and discharge. However, the City has the unfettered right to apply such level of discipline that it deems appropriate under the circumstances. Counseling Memos are not considered discipline and may not be used as part of the steps in progressive discipline.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

SECTION 1 A grievance is an alleged violation of a specific Article or Section of this Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted in accordance with the following Grievance Procedure. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Association. Either party to the Agreement, an employee or group of employees, or the Association on behalf of a group of employees may file a grievance, provided however, that the Department has given the Union notice and an opportunity to be present during any hearings/meetings. In no event shall any such adjustment be contrary to or inconsistent with the terms of this CBA or any other written agreement between the Department and the Union.

SECTION 2 All grievances shall be handled in accordance with the following steps:

STEP 1 Verbal: Prior to filing a written grievance, the employee and/or his/her steward shall verbally attempt to settle the grievance at the department level, at a meeting with the Fire Chief or his designee. The Step 1 meeting shall take place within ten (10) days of the occurrence, or knowledge of the occurrence out of which the grievance arises, or within ten (10) working days after the aggrieved should have reasonably been aware that an incident occurred that gave rise to the alleged violation. The Fire Chief or his designee shall render an answer within ten (10) working days of the Step 1 meeting.

STEP 2 Written: In the event that the decision rendered in Step 1 is not satisfactory to the aggrieved employee, the Association shall submit a written grievance within ten (10) working days of the decision in Step 1, to the City Manager. The City Manager shall meet with the aggrieved employee and the Association at a time and date mutually agreeable to the parties. The City Manager shall consider the matter and will give a written reply within ten (10) working days from the date of submission of the grievance to the City Manager.

STEP 3 Mediation: Prior to submittal to arbitration, the parties may request the assistance of the Michigan Employment Relations Commission (MERC) to resolve the grievance by mediation. Participation in mediation shall be by mutual agreement and the parties will participate without prejudice to their right to have a grievance resolved without arbitration.

STEP 4 Arbitration: In the event the decision rendered in Step 2 is not satisfactory to the aggrieved employee, the Association may submit such grievance to arbitration, provided such submission is made within thirty - (30) calendar days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Services or the Michigan Employment Relations Commission. The request for a list of arbitrators and the list submitted by the Federal Mediation and Conciliation Services shall be confined to arbitrators residing in the State of Michigan. Said list shall contain the names of at least seven (7) arbitrators. The hearing shall be conducted in accordance with the voluntary rules and regulations of the American Arbitration Association. In discharge or discipline matters, the arbitrator shall have the authority to determine guilt or innocence and assess degree of penalty. The arbitrator shall have no power or authority to alter, amend, add to or subtract, from the terms of this Agreement. The arbitrator's decision shall be final and binding on both parties and the cost

of any arbitration proceeding under this provision shall be borne equally between the parties, except each party shall pay the expense of its own witnesses.

SECTION 3 Grievances regarding suspension or discharge shall start with Step 2 of the Grievance Procedure. All claims for back wages shall be limited to the amount of wages that the aggrieved employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the aggrieved may have received from any source other than employment held prior to the suspension or discharge during the period in question.

SECTION 4 If, at any step of the grievance procedure, the employee is given a response by the Employer and fails to take the grievance to the next step, the grievance shall be deemed waived and abandoned. If the Employer fails to answer the grievance within the prescribed time limits, the grievance shall automatically advance to the next step of the grievance procedure, unless the next step is arbitration. The parties may agree to extend any time limit as set forth in any step of the grievance procedure. However, such agreement must be in writing and signed by both parties to be valid and binding. If the tenth (10) day of any step falls on a Saturday, Sunday or holiday, the time frame will be extended to the next regular business day.

SECTION 5 An agreement reached between the Employer and the Association is binding on all parties affected and cannot be changed by any individual.

SECTION 6 Any disciplinary action taken against probationary employees shall not be subject to the Grievance Procedure.

SECTION 7 Whenever a member of the Association is under investigation or subject to examination or questioning by a commanding officer for any reason, which could lead to disciplinary action or charges, the involved employee shall be entitled to union representation during such examination.

- A. The Employer will advise both the Association and the accused employee of all allegations prior to any questioning when a complaint has been lodged against him or her. The accused employee may elect to have an Association representative present at the time of questioning. However, if the Employer reasonably believes that disclosure of the allegations and surrounding facts may impair or impede an investigation, then this provision shall not apply.
- B. If the member about to be questioned is under arrest or likely to be placed under arrest as a result of the questioning, the member shall be completely informed of all his/her constitutional rights (including Garrity) prior to the commencement of any questioning. In appropriate circumstances a member may be suspended without pay, pending official action and/or investigation.
- C. No member of the Association shall be required to subject himself/herself to a polygraph examination.

**ARTICLE IX**  
**SENIORITY**

SECTION 1 Seniority means an employee's length of continuous service with the Employer that is not broken by resignation, retirement or other terminations.

SECTION 2 Employees hired on the same day shall be listed on the Seniority list according to the highest test score (if given) at the end of their probationary period. There shall be no seniority amongst probationary employees but seniority, when entered into, will date back to the date of hire.

SECTION 3 An employee shall lose seniority and his/her name will be removed from the seniority list for any of the following:

- A. If an employee quits, resigns or retires;

- B. The employee is discharged for just cause and the discharge is not reversed.
- C. The employee is convicted or pleads guilty or nolo contendere to a felony.
- D. The employee fails to return on the requested date following an approved leave of absence, or disciplinary layoff unless an acceptable excuse is provided.
- E. The employee makes an intentionally false statement on his or her employment application.
- F. The employee fails to appear for any shift or otherwise communicate with the Employer for a period of sixty (60) days.

SECTION 4 The Employer shall maintain up-to-date seniority record for all employees. The employer will notify the Association, in writing, of any changes in or additions to, such seniority list, and the Association will have five (5) working days to challenge said change or addition.

SECTION 5 LAYOFFS: The word "layoff" means a reduction in force. When layoffs occur, the following procedures will be applicable.

- A. Probationary fire fighter shall be laid-off first.
- B. Employees shall then be laid-off in accordance with their seniority, beginning with the least senior employee.
- C. When increases in employment occur, seniority employees, in a reduced status shall be recalled first in order of their seniority, highest seniority first.

SECTION 6 LAYOFF AND RECALL NOTICES: In the event of a layoff, employees shall be given seven (7) days' notice of layoff. An employee on layoff shall be given seven (7) days' notice of recall to work. Notice shall be by the Employer and shall be confirmed, in writing, and mailed certified to the address last provided to the Employer by the employee. The Employer shall have no responsibility for the failure to notify an employee of recall when such failure is due to the employee's telephone number or address being inaccurate.

ARTICLE X  
GENERAL

SECTION 1 COPIES OF AGREEMENT: A copy of this Agreement shall be provided by the Association to all Union Members with an additional two (2) copies supplied to the Employer.

SECTION 2 ASSOCIATION MEETINGS: The Employer shall allow the Association to schedule Association meetings for its members on the Employer's property. Such meetings shall involve Association business only and shall not be disruptive of the duties of the employees or the efficient operations of the department. The Association shall provide the City Manager with advanced notice of such meetings.

SECTION 3 BULLETIN BOARDS: The Employer shall provide a bulletin board in the fire station for use of employees to post Association notices and information pertaining to the fire department. The bulletin board, or any other Association communication posted thereon, shall not be disturbed by any official of the City. The president of the Association or his/her designee shall be responsible for the content of the matter posted on said bulletin board.

SECTION 4 POSTINGS: The Association agrees to only post notices concerning elections, meetings, reports and other official Association business. The Association agrees that it will post no matter which is against the interest of the Employer's operation.

SECTION 5 TYPES OF POSTINGS: The Association agrees that in no event shall such notices be politically partisan, derogatory or critical of the Employer, or the Employer's officers, agents, supervisors, employees or departments, nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer. It is further agreed that all notices including those posted by the Association as provided for herein and those posted by the Employer shall not be mutilated, destroyed or defaced by the employees. If such should occur, the affected employee shall be subject to disciplinary action.

SECTION 6 COPIES OF MEMOS: A copy of all memos directed to the Union shall also be given to the president of the local Association.

SECTION 7 SUPERVISOR RIGHTS: Nothing in this agreement shall be construed as to prevent, impair, or limit a fire department supervisor to supervise, provide leadership, or discipline in any manner consistent to effectuate the rules, regulations, policies, and procedures of the Belleville Fire Department.

SECTION 8 POLITICAL ACTIVITY: No member of the Association will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform.

SECTION 9 HOLD HARMLESS: The Employer shall defend and hold harmless a member against whom a claim or civil suit is brought by third parties (who are not members of the fire department) for any act, action or omission, arising in the course of his/her employment. This obligation of the Employer is strictly limited to the terms and conditions of the City's applicable insurance coverage.

SECTION 10 CHAIN OF COMMAND: All personnel shall follow the chain of command.

SECTION 11 AGREEMENT: There are no understandings or agreements or past practices which are binding on either the Employer or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Association until it has been put in writing and signed by both the Employer and the Association as either an amendment to this Agreement or a letter of understanding signed by both parties.

SECTION 12 SOLICITATION: The Association agrees that at no time will it solicit or collect monies of any kind on Employer time.

SECTION 13 POLICIES AND PROCEDURES: Fire Fighters may ask for a review of any Fire department policy or procedure by submitting said request in writing through the proper chain of command.

SECTION 14 BIENNIAL PHYSICALS: All employees will be subject to physical examination at a medical facility to be determined by the Employer. Every two (2) years in the month of July, all employees will be subject to a physical examination. All results shall be appropriately filed within an employee's Personnel File. If an employee fails a physical examination, he or she will not be scheduled to work a shift, unless and until that employee can successfully pass a subsequent examination.

**ARTICLE XI**  
**RULES AND REGULATIONS**

SECTION 1 The Employer agrees to discuss the establishment of reasonable rules and regulations, or updates or changes to existing rules and regulations with the Union. Such rules and/or regulations and/or changes shall be submitted to the Union in writing fourteen (14) days prior to the implementation of same, except in the case of an Emergency.

SECTION 2 When the Employer has approved a final rule or regulation, copies shall be distributed to all employees. In the case of an emergency, the Employer may implement temporary changes in rules and regulations. Webster's Dictionary shall define "Emergency."

SECTION 3 Upon request, all rules and regulations will be periodically reviewed with the Union to ensure that they are necessary, reasonable, and consistent.

**ARTICLE XII**  
**NO STRIKE/NO LOCKOUT**

The Union and each member of the bargaining unit agree that there shall be no strike, stoppage of work, slowdowns, or other interference with the operations of the City provided that the Employer shall not lock



out members of the Bargaining Unit during the term of this Agreement. In the event of such interruption or curtailment, after written notice from the Employer, the Union shall immediately instruct the involved employees that their conduct is in violation of this Agreement, and that they may be disciplined up to and including discharge for dereliction of duty and the Union shall instruct all persons to immediately cease such conduct.

The Employer shall have the right to discipline or discharge any Employee participating in any such interference, and the Union agrees not to oppose such action when properly taken.

**ARTICLE XIII**  
**COURT TIME**

In the event an employee is required to appear in court for City business, that employee shall receive a minimum of two (2) hours pay based off their current training pay.

**ARTICLE XIV**  
**LIFE INSURANCE**

The Employer will provide each active fire fighter with life insurance coverage through a term life insurance policy with a maximum benefit of \$25,000. The terms of coverage and benefits shall be subject to the terms of the insurance policy. This benefit will cease upon an employee's separation of employment.

**ARTICLE XV**  
**PERSONAL UNPAID LEAVE OF ABSENCE**

SECTION 1 Employees under this Agreement may be granted a leave of absence, as specified herein, upon prior request. It is subject to approval by the City Manager. Employees must maintain at his/her own expense all required certifications and training during leaves of absence. An employee on leave shall be permitted to attend required licensure training without pay, provided the employee is able to do so. An

employee who does not maintain all required certifications during a leave of absence will not be permitted to return to work unless and until the employee's certifications are current.

SECTION 2 Personal leave of absence shall not be granted for more than six (6) months under any circumstances. An employee who returns from a personal leave of absence must work a minimum of two (2) years before becoming eligible for another leave. Any and all benefits provided under this Agreement shall be suspended while an employee is off on personal leave.

SECTION 3 All leave of absence requests shall be made in writing and processed by the City Manager, who shall have sole discretion to grant or deny a request for personal leave. The completed leave of absence application shall state the exact date on which the leave begins and exact date on which the employee is to return to work. Request for a leave of absence shall be filed at least ten (10) business days prior to the requested starting date, except in cases of emergency.

SECTION 4 If an employee provides false information or fails to fully disclose the reason for a leave of absence; the employee will be subject to disciplinary action, up to and including termination.

SECTION 5 No employee will be granted a leave of absence for the purpose of obtaining employment elsewhere. However, for the purpose of obtaining full-time employment wherein the employee is unavailable due to training or other similar requirements, the Employer may grant a leave not to exceed six (6) months.

**ARTICLE XVI**  
**MEDICAL LEAVE**

When an employee incurs serious injury, illness, or medical condition not related to the employment as a City of Belleville Paid on Call Fire Fighter, the employee will immediately notify the City Manager and

Fire Chief in writing as to the nature of the injury, illness or medical condition. The employee shall not be allowed to work in any capacity as a Fire Fighter. It will be the employee's responsibility, at the employee's own expense, to provide the City Manager and Fire Chief with a doctor's statement indicating he is mentally and physically fit to perform the fire fighter and emergency medical duties prior to returning to work. Upon notification the employee shall be returned to work. Such return shall be in line with seniority of the member.

**ARTICLE XVII**  
**BEREAVEMENT LEAVE**

In the event of a death in an employee's immediate family, he or she shall be excused from attending any mandatory training sessions or responding to any tone outs for five (5) consecutive calendar days following the date of death. An extension may be granted at the discretion of the Fire Chief. Immediate family is defined as the employee's spouse, children/step-children, brother/step-brother, sister/step-sister, parents/step-parents, spouse's parents, grandparents, and grandchildren. All bereavement leave shall be without pay.

**ARTICLE XVIII**  
**SEVERABILITY**

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the EMPLOYER, the ASSOCIATION, and the EMPLOYEES in the bargaining unit. In the event that any provision of this Agreement shall at any time be held contrary to the law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE XIX  
DRUG TESTING POLICY

I. PURPOSE

The purpose of this policy is to provide all personnel with notice of the provisions of the Department Drug Testing Program.

II. POLICY

It is the policy of this department that the critical mission of public safety justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

The public safety profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair a public safety employee's physical and mental health and job performance. Where public safety personnel participate in illegal drug use and drug activity, the integrity of the profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free public safety profession, this department will make use of a drug testing program to detect prohibited drug use by employees.

III. REASONS FOR TESTING

The Employer's program includes the following types of drug testing:

- A. Return from absences – The employer may test an employee who has been off for over thirty (30) calendar days.
- B. Based upon Reasonable Suspicion – testing when a representative of the Employer can point to objective facts from which can be drawn rational inferences, in light of the

representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.

- C. Unexplained absenteeism over a 30-day period.
- D. Random Drug Testing – Employees are subject to random drug testing. Such testing shall not be performed more than twice per year, and shall only include six (6) employees per test.
- E. Applicant Drug Testing - Applicants shall be required to take a drug test as a condition of employment. Applicants shall be disqualified from further consideration for employment if they refuse to submit to a required drug test or if a confirmed positive drug test indicating drug use prohibited by this policy.

Orders for testing shall come from the Fire Chief. Orders for testing shall be documented in writing.

Documentation shall include the reason for the order.

#### IV. DEFINITIONS

- A. MRO (Medical Review Officer) – The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.
- B. Choice of Collection Facility and Testing Laboratory – The Employer and the Association agree that St. Joseph Mercy Hospital – Ann Arbor shall be the designated collection facility or any other facility that is mutually agreeable to the parties. The designated laboratory under this program must be a Smith Kline Bio-Science Facility.

- C. Last Chance Agreement – A standard letter of conditions for continued employment that is offered by the City Manager, or the right to same is invoked by an employee under certain conditions outlined in this policy, after it has been determined that the employee has violated this policy.
- D. Explainable Positive Result - A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a prescribed medication, a food product, or medication administered during a medical or dental treatment.

V. PENALTY

- A. Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Department rules and regulations and may include discharge from the Department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement.
- B. An employee who refuses to comply with a drug test under this program shall be terminated from the Employer's service, subject to his/her right to the grievance procedure.

VI. DRUG TESTING PROCEDURES

- A. The testing procedure and safeguards provided in this policy, to provide for the integrity of department drug testing, shall be adhered to by laboratory personnel administering drug tests. Procedures shall provide the greatest individual privacy possible, while safeguarding the program against submissions of altered or substitute specimens.
- B. Laboratory personnel authorized to administer drug tests shall require positive identification from each employee to be tested.
- C. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or nonprescription drugs, or any indirect exposure to drugs; however, medical

information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the employee divulges the necessary medical information to the Medical Review Officer that may have led to a false positive test.

- D. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce urine sample, and document that it is free of any foreign substances.
- E. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than four (4) hours to give a sample, during which time he shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.
- F. The urine sample will be split and stored in case of grievance or legal disputes. The samples must be provided at the same time, marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his Association, prior to disciplinary action, should the original sample result in a legal or contractual dispute. The employee must request same within 72 hours of being notified in writing of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.
- G. All specimen samples shall be sealed, labeled, initialed by employee and laboratory technician, and checked against the identity of the employee to provide that the results match the tested specimen. Samples shall be stored in a secured and refrigerated

atmosphere until testing or delivery to the testing lab representative. Employees will, upon request, be given a copy of the completed form sent to the testing lab.

- H. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time.

The laboratory personnel will take the appropriate necessary steps to provide for the integrity of the second specimen.

## VII. DRUG TESTING METHODOLOGY

- A. The testing or processing phase shall consist of a two-step procedure:
  - 1. Initial Screening Test
  - 2. Confirmation Test
- B. The urine sample is first tested using the initial drug screening procedure of the RIA and/or EMIT type. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.
- C. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be of the gas chromatography/mass spectrometry method.
- D. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, phencyclidine, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine sample or adequately trained in collection procedures.
- E. Concentrations of a drug at a minimum of the following levels shall be considered a positive test result when using the initial immunoassay drug-screening test:



Initial Test Level

(ng/ml)

Marijuana metabolite.....	1000
Cocaine metabolite.....	300
Opiate metabolite.....	300*
Phencyclidine.....	25
Amphetamines.....	1000
Barbiturates.....	300

\*25ng/ml if immunoassay – specific for free morphine

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method.

(ng/ml)

Marijuana metabolite.....	15*
Cocaine metabolite.....	150**

Opiates:

Morphine.....	300+
Codeine.....	300+
Phencyclidine.....	25

Amphetamines:

Amphetamines .....	500
Methamphetamines.....	500

Delta – 9 tetrahydrocannabinol - 9 – carboxylic acid

\*\*Benzoyl ecgonine

\*25 ng/ml if immunoassay – specific for free morphine

Barbiturates.....	300
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The Association will be notified of any changes in cutoff levels.

- F. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urinalysis.
- G. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file upon the employee's request.
- H. An employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

VIII. CHAIN OF EVIDENCE – STORAGE

- A. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
- B. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until pending contractual or legal disputes are settled.
- C. An employee having a positive test result shall receive a written notice from the Fire Chief stating said results. All pertinent information concerning the test will be made available to the effected employee upon their request.

IX. DRUG TEST RESULTS

All records pertaining to Department-required drug tests shall remain confidential and shall not be provided to other employers or agencies without the written permission of the person whose records are sought, or as necessary to resolve disputes under the collective bargaining grievance procedure or legal disputes. Prior to publication of such results, the effected employee shall be given advanced written notice. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to provide for the acceptable performance of the employee's job duties.

X. REVIEW COMMITTEE

- A. A review committee, including the president of the Association or a designated representative, shall be formed by the City Manager to review the Employer's Drug Testing Program on an ongoing basis and to make recommendations to the Chief.
- B. Any disputes concerning the interpretation or application of this program shall be subject to the grievance procedure. Grievances shall be initiated at the third step within the grievance procedure as indicated in the employees' current Collective Bargaining Agreement.

XI. PROCEDURES FOR IMPLEMENTATION OF THE LAST CHANCE AGREEMENT AND EMPLOYEE ASSISTANCE PROGRAM

- A. An employee whose drug test has been confirmed positive by the Medical Review Officer during testing shall, if found guilty during department disciplinary proceedings, be offered a last chance agreement and participation in an employee assistance program.
- B. Standard letter of conditions for continued employment (last chance agreement) must be signed by Employer and employee.
- C. Employee must attend and complete the employee assistance program and/or an authorized rehabilitation program, as approved by the City Manager or his/her designee. Employees shall be financially responsible for any costs associated with said rehabilitation program, which are not covered under the City medical/health insurance program.
- D. Employee must sign a form releasing any and all information to management as may be requested.
- E. Employees must pass a medical examination administered by a medical facility designated by the Fire Chief prior to being allowed to return to duty. The examination shall only screen for drug use and physical impact of the prior drug usage.
- F. Employee may be allowed to apply for a medical leave of absences if required, while undergoing rehabilitation.
- G. Once authorized to return to duty the employee must submit to periodic urinalysis as may be determined by the City Manager.
- H. The employee shall be subject to the terms of this program for two (2) years after their return to work.
- I. The employee must agree in writing that he/she will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term.
- J. Employee must be advised that he/she is not obligated to sign the agreement and be advised he/she has the right to seek the counsel of his/her legal and/or labor representative.

**ARTICLE XX**  
**LAST CHANCE AGREEMENT**

RE: \_\_\_\_\_

WHEREAS, the above referenced individual was found guilty of violating the provisions of Departmental Drug Testing Policy on \_\_\_\_\_, and:

WHEREAS, the department will conditionally reinstate \_\_\_\_\_ to the position of \_\_\_\_\_, provided the employee is found by medical examination to be capable of performing all the duties of the classification as determined by the City and subject to the following terms and conditions being met and maintained;

NOW, THEREFORE, it is agreed that the:

1. Employee must sign a form releasing any and all information to management as may be requested.
2. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source or program.
3. Employee must pass a medical examination administered by a medical facility designated by the City prior to being allowed to return to duty. The examination shall only screen for drug use and physical impact of the prior drug usage.
4. Employee may be allowed to apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Once authorized to return to duty, the employee must submit to a periodic urinalysis as may be determined by the City Manager.
6. Upon clearance by the medical facility designated by the City, \_\_\_\_\_ shall be returned to the department as a \_\_\_\_\_.
7. Once returned to duty, \_\_\_\_\_ will present himself/herself to the department's employee assistance program or authorized approved rehabilitation program for evaluation, and agree to, as well as follow any and all directives given to him/her by the employees assistance program or approved rehabilitation source for a period of not more than two (2) years, agrees to

sign appropriate forms releasing any and all information to the department as may be requested. Failure to follow the rehabilitation directives is grounds for discharge.

8. \_\_\_\_\_ shall submit to controlled substance testing at the discretion of the City. If any such test shows a positive result for the presence of a controlled substance, \_\_\_\_\_, will be discharged from employment with the Department.
9. (If applicable) the Association shall withdraw with prejudice the grievance # \_\_\_\_\_ and \_\_\_\_\_ shall release and discharge the Employer from any and all claims relating thereto. The Employer shall release and discharge the Association and \_\_\_\_\_ from any and all claims relating thereto. \_\_\_\_\_ shall release and discharge the Association and the Employer from any and all claims relating to grievance# \_\_\_\_\_, including but not limited to the processing and arbitration of this grievance. Further, employee \_\_\_\_\_ releases \_\_\_\_\_ the governmental unit from all liability and claims he/she may have had or now has with respect to his/her employment with the City of Belleville whether such claims or liability arise under federal or state statute, constitutional provisions, principles of common law, or under a collective bargaining agreement between parties.
10. The parties agree that his agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
11. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Department.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Employee

\_\_\_\_\_  
City Manager

**ARTICLE XXI**  
**MANAGEMENT RIGHTS**

The City proposes the following Management Rights provision:

- A. The Association recognizes the prerogatives of the City to operate and manage its affairs in all respects, in accordance with its responsibilities and powers of authority.
- B. The City shall have the right to determine staffing size, reasonable schedules of work and to establish the methods and processes by which such work is performed, subject to the provisions of this Agreement.
- C. The City reserves the right to layoff personnel for lack of work or funds or for occurrences beyond the control of the City or when continuation of such work would be wasteful or unproductive.
- D. The City reserves the right to discipline for cause and discharge for cause subject to the provisions of this Agreement.
- E. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City officials:
  - 1. The statutory responsibility of the City Manager as Chief Executive Officer of the City for enforcing the laws of the State and the City, passing upon ordinances adopted by the City council, recommending an annual budget, or directing the proper performance of all City Departments. City Manager is also the Human Resources Director and shall be responsible for all hiring, promotions, transfers, and terminations as discussed in Section E(3) of this Article. All personnel files shall be maintained at City Hall only.
  - 2. The responsibility of the City Council for the enactment of ordinances, or the appropriation of money.

3. The responsibility of the City for determining classification, hiring, promotions, and filling positions, status and tenure of employees, establishing rules, initiating promotions, and disciplinary actions, certifying payrolls subject to the provisions of this Agreement.
- F. The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement and in addition to the reservation of management rights above, all rights to manage, direct, and supervise the operations of the City and the Employees, are vested solely and exclusively in the City, but not to conflict with state and federal laws, including but not limited to the right to hire new employees and direct the working force, to discipline, suspend, discharge for cause, transfer or lay off employees, require employees to observe City departmental rules and regulations, to decide the services to be provided to the public, the type and location of work assignments, schedules of work and the methods, process, and procedures by which such work is performed, as long as the work assignments reside solely and exclusively in the bargaining unit.

The Employer recognizes the POCFF as the exclusive provider of fire suppression services only. However, this provision shall not negate or prevent the Employer from maintaining or entering into mutual aid agreements.

The POCFF shall continue to provide First Responder services, on a non-exclusive basis. This provision shall not negate or interfere with the Employer's right, at any time, to enter into agreements with other entities (public or private) to provide the First Responder services. In the event that the Employer contracts with another entity to provide First Responder Services, the Employer shall provide the POCFF with thirty (30) days' written notice prior to such contract going into effect.

**ARTICLE XXII**  
**HOLIDAYS**

Employees who sign up and actually work an Employer recognized holiday shall be compensated at time and one half (1½) his/her regular rate of pay for the hours worked during that holiday. All employees that work as detailed above or respond to the following calls for service, on a recognized Holiday, shall receive Holiday pay.

Structure Fire – City or Mutual Aid

Gas Leaks – Natural or Propane

Motor Vehicle Accident - with injuries, air bag deployment, and/or entrapment

Motor Vehicle Fire

Rescue from elevator

Major Medical – Cardiac Arrest, Multiple medicals at the same time.

The parties recognize the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Easter	December 24 <sup>th</sup>
Memorial Day	Christmas Day
Fourth of July	New Year's Eve

**ARTICLE XXIII**  
**WAGES**

All members of the Local MAFF Unit shall receive the follow wage increases retroactive to January 1, 2020:

	<u>Current</u>	<u>January 1, 2020</u>
Probationary	\$13.53/hour	\$15.00/hour
Firefighter	\$14.88/hour	\$15.50/hour
Officers	\$15.92/hour	\$16.65/hour
Assistant Chief	\$15.92/hour	\$16.65/hour



Employees who respond to a tone out and are actually sent by the Fire Department on an emergency run shall see no decrease in their hourly rate for all time served in dealing with that emergency call. However, those employees who respond to an emergency call, but are not actually sent on the emergency run, shall be paid a maximum of one hour of pay at their usual hourly rate. In addition, only those employees who have EMS training and certification should respond to medical runs.

The training rate of pay for all employees shall be as follows, retroactive to January 1, 2020:

January 1, 2020            \$12.50 per hour

All training shall be pre-approved by the City Manager.

**ARTICLE XXIV**  
**INCOME PROTECTION INSURANCE**

The City will provide the members of the Local MAFF unit with the Provident Income Protection Plan. The City shall have the right to change carriers, as long as the benefit is similar to the Provident Plan.

**ARTICLE XXV**  
**PROTECTIVE GEAR AND UNIFORMS**

SECTION 1    The City shall furnish all employees with protective equipment for fire suppression and emergency medical services. The equipment shall be inspected and cleaned in accordance with manufacturer's instructions, and damaged equipment shall be replaced as soon as possible.

SECTION 2    The City shall issue all employees a Class "B" duty uniform to be worn while working stand-by duty and while attending any events representing the City of Belleville Fire Department. The employees shall be issued the following items:

- (2) T-shirts with the City of Belleville Fire Department printed on it
- (2) Uniform Duty Pants (BDU)
- (1) Sweatshirt with the City of Belleville Fire Department printed on it

- (2) Class B shirts
- (1) Duty belt
- (1) Name tag
- (1) City of Belleville Fire Department badge

SECTION 3 Employees will be responsible for the maintenance and care of both the duty uniform as well as the dress uniform. Items will only be replaced if deemed necessary by the City Manager. Upon termination of employment with the City of Belleville, all employees shall be responsible for returning all Department issued equipment, uniforms, and badges.

SECTION 4 The City agrees to pay One Hundred Fifty (\$150.00) Dollars towards a pair of replacement duty boots from an approved vendor by the City. The Employee must first seek approval from the City Manager prior to any duty boots being purchased.

**ARTICLE XXVI**  
**DAMAGED EYE GLASSES**

In the event an Employee's eyeglasses or contact lenses are damaged in the performance of their duties, the Employer will agree to reimburse up to One Hundred Twenty-Five (\$125.00) Dollars per year. On the day that the eyeglasses or contacts are damaged, the Employee shall submit a report of the incident in which the property was damaged and shall submit a written request for reimbursement to the City Manager, along with an estimate and/or receipt.

ARTICLE XXVII  
CONTRACT TERM

The term of the contract is for three (3) years, commencing January 1, 2020 and ending December 31, 2022.

SIGNED:

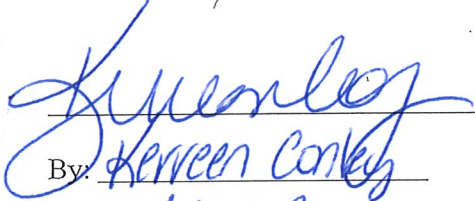
CITY OF BELLEVILLE



By: DAVID ROBINSON

Its: CITY MANAGER

Dated: 9/28/21



By: Kerreen Conley

Its: MAYOR

Dated: 9/28/21

SIGNED:

MICHIGAN ASSOCIATION OF FIRE FIGHTERS



By: Joseph O'Connell

Its: LABOR RELATIONS SPECIALIST

Dated: 9-28-21



By: EDWARD A. SMITH

Its: DEPARTMENT REP

Dated: 9/28/21

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_